



INTERSTATE COMMERCE COMMISSION

Norwest Leasing, Inc.  
2300 Orchard Pointe Building  
8480 East Orchard Road  
Englewood, Colorado 80111  
303/721-0404

DEC 16 1988 8:09 AM

RECORDATION NO. \_\_\_\_\_ Filed 1425

No. 8-351A107  
DEC 16 1988

Date \_\_\_\_\_  
Fee \$ 13.00

100 Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Attn: Secretary of the ICC  
Washington, D.C. 20423

This letter will serve as a request for the recording of the enclosed Security Agreement to perfect a lien on the described equipment. The parties, NORWEST LEASING, INC., 1600 West 82nd Street, Suite 120, Minneapolis, MN 55431 as Secured Party and JOHN NEAS TANK LINES, INC., Post Office Box 35288, Tulsa, Oklahoma 74153-0288 as Debtor entered into a Promissory Note and Security Agreement dated November 17, 1988. The Security Agreement covers the following property:

FOUR (4), NEWLY BUILT, IXC, 23,500 GALLON,  
DOT 11A100W3, TANK CARS. ID# JNTX 1025,  
JNTX 1026, JNTX 1027 & JNTX 1028

We have enclosed the Specification Sheet relating to the tank cars.

The Equipment Vendor is Union Tank Car Company, 16225 Park Ten Place, Suite 135, Houston, Texas 77084. Telephone number is #(713) 578-UTLX.

The obligation between Norwest Leasing, Inc. and John Neas Tank Lines, Inc. is personally guaranteed by John Neas, President and Sally Neas, Secretary/Treasurer.

The original documentation should be returned to:

Katie Ekstedt  
NORWEST LEASING, INC.  
1600 West 82nd Street  
Suite 120  
Minneapolis, Minnesota 55431

Sincerely,

NORWEST LEASING, INC.

By Katie Ekstedt

Its Vice Pres.

DEC 16 12 38 PM '88  
MOTOR OPERATOR UNIT

# Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/16/88

Katie Ekstedt  
Norwest Leasing Inc  
1600 West 32nd Street  
Suite 120  
Minneapolis, MN 55431

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/16/88 at 12:45PM, and assigned recordation number(s). 16090

Sincerely yours,

*Narta L. McEneaney*

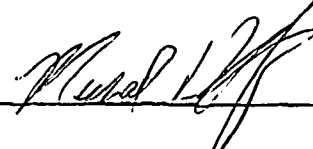
Secretary

Enclosure(s)

Acknowledgement to  
Security Agreement Between  
Norwest Leasing, Inc.  
as Secured Party and  
John Neas Tank Lines, Inc.

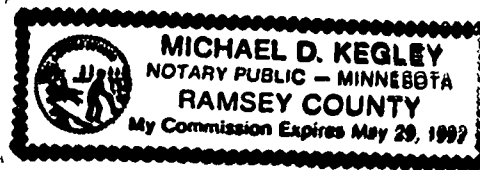
State of Minnesota )  
 ) ss.  
County of Hennepin )

On this 7th day of December, 1988, before me personally appeared Valdis Inde, to me personally known, who being by me duly sworn, says that he is the Vice President of Norwest Leasing, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

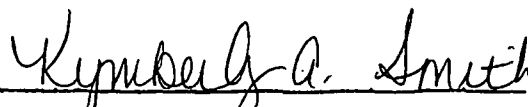
  
\_\_\_\_\_

My commission expires: \_\_\_\_\_

State of Oklahoma )  
 ) ss.  
County of Tulsa )



On this 5th day of December, 1988, before me personally appeared John Neas, to me personally known, who being by me duly sworn, says that he is the President of John Neas Tank Lines, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_

My commission expires: 12-9-91

Security Agreement

INTERSTATE COMMERCE COMMISSION

DEC 1 1988 6 55 PM

RECORDATION NO. DATE November 17 19 88

DEBTOR	JOHN NEAS TANK LINES, INC.	SECURED PARTY	NORWEST LEASING, INC.
BUSINESS OR RESIDENCE ADDRESS	Post Office Box 35288	ADDRESS	1600 West 82nd Street Suite 120
CITY, STATE & ZIP CODE	Tulsa, Oklahoma 74153-0288	CITY, STATE & ZIP CODE	Minneapolis, Minnesota 55431

1. Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it is currently contemplated by the Debtor and Secured Party, whether any documents evidencing it refer to this Security Agreement, whether it arises with or without any documents (e.g. obligations to Secured Party created by checking overdrafts), and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

(a) INVENTORY:

☐ All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

(b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

☐ All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

☐ All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations, and (iv) any crop insurance payments and any government farm support payments, including any diversion or deficiency payments. The real estate concerned with the above described crops growing or to be grown is:

and the name of the record owner is:

☒ The following goods or types of goods: FOUR (4), NEWLY BUILT, IXC, 23,500 GALLON, DOT 11A100W3, TANK CARS. ID# JNTX 1025, JNTX 1026, JNTX 1027 & JNTX 1028

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

☐ Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

(d) GENERAL INTANGIBLES:

☐ All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customers' lists, permits and franchises, and the right to use Debtor's name.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is ☐ an individual, ☐ a partnership, ☒ a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

(b) The Collateral will be used primarily for ☐ personal, family or household purposes; ☐ farming operations; ☒ business purposes.

(c) ☐ If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is:

and the name of the record owner is:

(d) Debtor's chief executive office is located at \_\_\_\_\_ or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

NORWEST LEASING, INC.

Secured Party's Name

Vahid Sole

By Title: Vice Pres.

JOHN NEAS TANK LINES, INC.

Debtor's Name

John Neas

By Title: President



# Union Tank Car Company

111 West Jackson Boulevard  
Chicago, Illinois 60604  
312/431-3111

MODEL NUMBER 30-100-23 ISSUED

TANK CAR SPECIFICATIONS FOR QUOTATION NUMBER 7929A DATE June 13, 1988

CUSTOMER John Neas Tank Lines, Inc.

DOT 111A100W3 COMPTS 1 GALLONS NOMINAL CAPACITY 23,000 ALLOWABLE WEIGHT PER GALLON 8.3#

GENERAL DATA: SHELL CAPACITY 23,469 GALS. INCLUDES 2 % OUTAGE MAXIMUM WT. ON RAILS 263,000#  
LIGHTWEIGHT OF CAR 72,900 LENGTH OVER STRIKERS 52'-9 1/2" LENGTH OVER TRUCK CENTERS 41'-10 1/2"  
HEIGHT 14'-8 1/2" WIDTH 10'-8" RADIUS OF CURVATURE CAR CAN NEGOTIATE 201 Feet

TANK: PLATE SPECIFICATION ASTM A516 Gr. 70 OUTSIDE DIAMETER: SHELL 111" Nom. HEADS 111" Nom.  
PLATE THICKNESS: SHELL 7/16" HEADS 15/32" LENGTH OVER SEAMS 44'-7 1/2" @ Bottom  
TANK TESTED TO 100 P.S.I. TANK INTERIOR PREPARATION Swept Clean  
Exterior

HEATER PIPES: DESIGN Header INLETS 1-2" OUTLETS 1-2" NO. OF RUNS 12  
SIZE 8" Half Oval MATERIAL Steel

BODY: DESIGN HD (No Underframe) RUNNING BOARDS None  
END PLATFORM AAR Approved SAFETY PLATFORM 2-Board, 2-Way  
BRAKES Conventional HAND BRAKE Vertical Handwheel

TRUCKS: DESIGN Barber S2C CAPACITY 100-Ton JOURNAL BEARINGS Roller  
WHEELS 36" One-Wear MUDGUARDS None

INSULATION: 4" Fiberglass (1.0# Density) JACKET 11-Gauge w/F&D Heads

FITTINGS: BOTTOM UNLOADING 4" VALVE SIZE L.P.B.V., Flanged, CONNECTION 4" Cap w/  
AND TYPE C.S. Body & S.S. Ball 2"-Plug  
OVERHEAD UNLOADING None VALVE SIZE None PIPE SIZE None  
AIR VALVE None SIZE AND TYPE None  
WASHOUT NOZZLE None VACUUM RELIEF VALVE S.S. On Manway Cover  
SAFETY RELIEF Valve 75 P.S.I. MANWAY COVER 20" Hinged C.S. TELL TALE None  
THERMOMETER WELL None SAMPLING LINE None  
GAUGING DEVICE Visual Bar C.S. GASKET MATERIAL Chemical Asbestos

PAINT: FINISH Black Alkyd STENCILING AAR - DOT  
ADVERTISING None

LINING: None RUBBER SADDLE None

SPECIAL DESIGN Funnel Flow Design  
FEATURES: Steam Jacketed Outlet Saddle  
Warning Label Applied

# FORM 1 — GENERAL CONDITIONS

(Union Tank Car Company is referred to in these General Conditions as "UTC")

## 1. SPECIFICATIONS and CHANGES:

In the event that it shall become impossible for UTC to secure materials required for the building of these cars in exact accordance with specification requirements; by reason of Government regulations or by reason of priorities given to defense orders, or for any reason beyond the control of UTC, UTC may make changes in the specifications not materially affecting the strength or efficiency of the cars for railroad use and interchange and the Customer agrees that it will not unreasonably withhold its consent to such substitutions. Any changes in the specifications desired by Customer must be requested in writing. UTC shall attempt to comply with requests but only upon condition that a written agreement is entered into with Customer specifying the precise changes desired and the cost to be paid by the Customer for such changes or the amount of any adjustments in the quoted purchase price or rental charge.

## 2. INSPECTION:

UTC will give Customer full opportunity to inspect cars during construction at UTC's plant. On completion of each car, Customer may arrange for final inspection thereof at UTC's plant. If requested by UTC, Customer shall execute a certificate of inspection covering all cars found to be completed in accordance with the specifications and will deliver the executed certificate to UTC. Each inspection certificate, with respect to cars covered thereby, shall be final and conclusive evidence that such cars conform in workmanship, material, and construction, and in all other respects to the requirements and provisions of this agreement.

## 3. DELIVERY:

The time of delivery of the cars is contingent upon date of acceptance of this offer, and upon UTC's ability to secure steel and other materials to enable UTC to meet production requirements for these cars, as well as for cars which UTC now has on order which precede these cars in UTC's schedule. Time of delivery is also subject to prompt settlement of all details and to delays due to strikes, fires, accidents, or any other causes or contingencies beyond UTC's control. Delay in delivery of any of the cars not due to UTC's willful act shall not constitute a default under this proposal; nor will UTC be under obligation to arrange for shipment and acceptance of any required materials in advance of its actual needs.

## 4. ACCEPTANCE and TERMS OF PAYMENT:

If this agreement covers the furnishing of cars under a Car Service Agreement, Customer agrees to accept all or any number of the cars as they are completed and forwarded to Customer. The provisions of the Car Service Agreement shall govern the liability of Customer for payment of rental charges.

If this agreement covers the sale of cars to Customer, unless otherwise agreed in writing, Customer agrees to accept delivery of all or any number of the cars as they are completed and delivered to Customer. On presentation by UTC of invoice for any cars covered by this agreement, accompanied by inspection certificate (if any), and/or bill of lading showing shipment of the cars, the customer will pay the full amount of such invoice net ten (10) days from date of invoice (plus one and one-quarter percent (1 1/4%) penalty for each month or part thereof payment is delinquent).

## 5. TAXES:

If this agreement covers the sale of cars, the quoted price does not include any State or local sales, use, or related taxes however designated or imposed, and any such sales or use tax or similar tax arising out of this transaction shall be for Customer's account.

If this agreement covers the furnishing of cars under a Car Service Agreement, the provisions of such agreement shall govern the liability for payment of taxes.

## 6. PATENTS:

UTC shall defend any suit or proceeding brought against Customer based on a claim that cars or any part thereof, furnished under this proposal constitute an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at UTC's expense) for the defense of same, and UTC shall pay all damages and costs awarded therein against Customer. In case said cars, or any part thereof, is in such suit held to constitute infringement and the use of said cars or part is enjoined, UTC shall, at its own expense, and at its opinion, either procure for Customer the right to continue using said cars or part; or replace same with non-infringing equipment or modify it so it becomes non-infringing; or refund the purchase price (if the cars were purchased from UTC). The foregoing states the entire liability of UTC for patent infringement by said cars or any part thereof.

The preceding paragraph shall not apply to cars, or any part thereof, manufactured or supplied to Customer's design or specification. As to such cars, or any part thereof, UTC assumes no liability whatsoever for patent infringement.

## 7. WARRANTY:

UTC agrees to build the cars in accordance with the applicable specifications and (except as to items manufactured or supplied to Customer's design or specification) that the cars will be free from defects in material or workmanship. In the case of cars sold to Customer, UTC's obligation under this warranty shall be limited to repairing or replacing at UTC's car repair shops or at a shop selected by UTC any part or parts of any of the cars which shall within one year after delivery of any such car be returned to UTC with transportation charges prepaid and which UTC's examination shall disclose to its satisfaction to have been thus defective. In the case of cars furnished under a Car Service Agreement the provisions of such agreement shall govern UTC's responsibility for repairs. *THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CARS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.*

## 8. APPLICABLE LAW:

It is specifically agreed by the parties that this Agreement shall be governed by and construed according to the laws of the State of Illinois.